

Exhibit V

Declaration of Jonathan Snow

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE**

STATE OF TENNESSEE, <i>ex rel.</i>)	
JONATHAN SKRMETTI,)	
Attorney General and Reporter,)	
)	
Plaintiff,)	
)	
vs.)	
)	
IDEAL HORIZON, dba SOLAR TITAN,)	
USA, et al.,)	
)	
Defendants.)	

DECLARATION OF JONATHAN SNOW

I, Jonathan Snow, hereby state that I have personal knowledge of the facts set forth below. If called as a witness, I would testify as follows:

1. I am a United States citizen and am over 18 years of age. I reside in Morgan County, Tennessee.
2. On April 6, 2020, Jason Horton (Jason), a sales representative of Defendant, Ideal Horizon, dba Solar Titan USA (Solar Titan), came to my home to sell me a solar panel system.
3. After looking at my energy bill and my average energy consumption, Jason told me that a 6 KW solar panel system would wipe out my energy bill. Jason also said I would get additional money back from the Tennessee Valley Authority (TVA). Jason said he had \$500 in his own bank account from TVA because of TVA's buyback program for the overproduction.

4. While Jason was making his sales pitch, he called "Craig K." to see if he could give me a better price on the solar system. He said that because there was a veteran in the house, he would offer me a veteran discount. When I explained that I was not a veteran, but my mother-in-law is a veteran, and permanently lives with me, Craig said it does not matter. The veteran discount knocked off \$1,000 from the total cost of the system.
5. Jason also said if I purchased the system right then and there, I would not have to pay sales tax. If he left and had to come back later, I would have to pay sales tax.
6. Jason also told me that if the power to the grid went down, I would still have electricity if I switched to solar power energy.
7. Jason also told me that the Tennessee Valley Authority (TVA) would buy back the extra power that my panels produced.
8. I was charged \$22,500 for the 6KW system and installation.
9. I agreed to purchase the system, signed an installation agreement with Solar Titan, and was set up with financing through Mosaic. I also signed an agreement with Mosaic. A true and accurate copy of the agreement I signed with Solar Titan and Mosaic is attached.
10. For the financing, my monthly payments have been \$223 a month. I was charged a 5.99% APR over 12 years. Mosaic presented the 12-year term as their standard agreement. Mosaic set my payments up for the auto draft and told me they would charge 6.99% if I did not set up the auto draft withdrawal.
11. Solar Titan's crew came to install the panels on my roof on April 16, 2020. The panels were on the roof but were not yet operating at that time.
12. On April 24, 2020, the crew returned to install the inverter. Because Solar Titan did not make sure that there was a breaker for the meter box, Solar Titan failed the electrical

inspection conducted by the State Fire Marshall's Office. Solar Titan came back to address the circuit breaker issue. However, Solar Titan failed to install the correct wire sizes for the load, so the company failed the State Fire Marshall's second inspection.

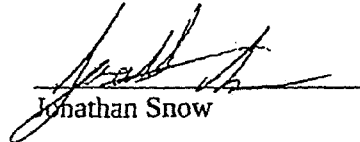
13. I called Solar Titan to complain that I had started paying Mosaic for the financing, but I still did not have a working system. When I called Solar Titan, I spoke with Craig Kelley (Craig) and Sarah Kirkland (Sarah). They said they were the two owners. When I talked to them, they told me the contract said the financing would come through at installation, not when the panels were operating. They said according to the contract, that is how it works, so Solar Titan had not breached its contract.
14. My monthly payments with Mosaic started before my panels were working, so I asked Mosaic if I could cancel my contract and have Solar Titan take the system back. Mosaic told me they could not do that unless Solar Titan agreed. Mosaic stated they would reach out to Solar Titan.
15. I later found out from talking to the installers that I would not have electricity if the power grid went down.
16. I also talked to Sarah about the TVA buyback because I still had not been given the information to be signed up. Sarah told me it was not worth doing because I would have to pay for a separate meter that would cost me more money.
17. I talked to Craig about Jason telling me that the TVA would buy back my overproduction. Craig was not sure whether Jason said that to me but said he would check Jason's notes. Craig also told me he was going to check the notes to see if Jason told me I would have power if the power grid went down.

18. Solar Titan told me to turn the system on myself when I called to complain that the system was not yet operational. I replied that I could not turn the system on because Solar Titan's meter had not yet been installed. Solar Titan's meter must first be installed for the PV system's circuit to be complete and produce energy.
19. Even though Solar Titan had told me initially they would coordinate with my local utility company, the Harriman Utility Board (HUB), Solar Titan failed to coordinate with them. I was told I could turn on the solar system myself; however, that was inaccurate because Solar Titan failed to install its own meter. HUB also had to replace their meter because it was miscalculating the electrical usage.
20. I talked to Craig about Solar Titan making this right. Solar Titan's sales representative had not given me any correct information. Craig was really upset that I had spoken with Mosaic about my panels not working. Craig told me not to call him anymore and if I had an issue in the future, I needed to call the main support number. I told him I would post negative reviews about my experience with Solar Titan. Craig started to raise his voice saying that I couldn't do that and telling me to read the back of my contract.
21. Before then, I had not realized there was a back to the installation agreement with Solar Titan. The sales representative had only gone over the terms on the front of the agreement.
22. When I got off the phone with Craig, I looked at the back of the agreement. The agreement says that I, as the Buyer, agree "not to use any form of social media to express [my] opinions that could be portrayed as negative in the eye of the public towards or about Ideal Horizon Benefits LLC/Solar Titan USA LLC...."

23. My solar panel system was not turned on until May 28, 2020. Although I paid Mosaic for this system for one month before the system was operational, Solar Titan only gave me a partial reimbursement for the monthly payment to Mosaic. They reimbursed me \$200 of the \$223 I paid Mosaic for my first monthly payment.

24. Even after the solar panel system was operational, the system is not generating nearly the amount of energy Jason promised. My energy consumption has remained the same, but I have only seen about a 20%-40% reduction in my monthly electric bill on average.

I declare under penalty of perjury under the laws of the State of Tennessee and pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct. Executed this 3rd day of November, 2022 in Oakdale, TN (city/state).


Jonathan Snow

